



## Purchase Terms and Conditions

**MISSION:** At CycleSafe we have a vision, to promote, encourage cycling, and to raise the awareness of the bicycling community by providing the highest quality, cost effective, low maintenance and durable parking products in the industry.

**PLEDGE:** CycleSafe takes pride in our bicycle parking products and we are confident that our products will meet your complete satisfaction, we stand by our engineered quality and durable manufacturing with a reputation that has withstood the test of time. Contact us with your feedback on our products and let us demonstrate our commitment to customer satisfaction with quality products.

**INTELLECTUAL PROPERTY:** CycleSafe has financially invested years of research and development to offer unique designs and product materials that function for durability and ease of use to complement any site. Any photographs, text, drawings or product designs shown on our website, brochures or collateral material are protected under the Lanham Act and Copyright Act of the United States, along with additional unfair competition statutes and common laws of many states. All intellectual property rights belong to CycleSafe and we will enforce those rights to the full extent including attorney's fees, regardless of whether a product or item is covered under a registered trademark or patent. These laws prohibit making, using or selling products that infringe on our proprietary designs.

**SUPPLIER ONLY:** CycleSafe is a supplier only, these terms define the buy sell agreement. We are not subject to sub-contractor terms and conditions.

**COMPLIANCE:** The buyer is responsible for accuracy and conformity to plans and specifications. Special requests for custom product or finishes must be accepted in writing by both the buyer and CycleSafe, Inc. Compliance for LEED credits or Buy America Certification are available upon request.

**ORDER ACCEPTANCE:** All orders must be in writing and are subject to acceptance by CycleSafe, Inc. No verbal orders accepted. Acknowledgement of an order, fabrication or shipment of any part will constitute acceptance by purchaser of all terms and conditions.

**PRICES:** Prices are FOB CycleSafe distribution center, Holland, MI 49423 in U.S. dollars. Prices are subject to change without notice. Shipments are made at prices prevailing at the time of the shipment. All taxes, customs and duties are buyers' responsibility including broker's fees.

**INTERNATIONAL PAYMENT TERMS:** 30% payment due with order. Payments are in US dollars. Balance due prior to shipment. All payments by Wire Transfer and Deposited to designated CycleSafe account prior to shipment.

**DOMESTIC PAYMENT TERMS:** A 50% deposit is required and the balance net 30 days with credit approval, or balance due prior to shipment. Prior arrangement for net 30 for government or preapproved credit will be allowed with approval for payment net 30 days. Service charge is 2% per month on all invoices after 30 days. Failure to abide by payment terms will result in legal action. CycleSafe, Inc. honors Master Card and VISA for **prepaid** orders only. CycleSafe, Inc. reserves the right to change terms if necessary.

**PURCHASE ORDER TERMS:** All terms and conditions of any purchase order, or other writing, issued by the buyer which are inconsistent with, additional to, or different from the terms and conditions set forth here, are null and void. CycleSafe signature on a buyer purchase order is an acknowledgement of an order only, these terms and conditions prevail and are the basis of the original price quotation.

**FUTURE DATED ORDERS:** Future dated orders will be accepted only on the basis that we will bill materials at prevailing prices on the date shipment leaves our factory, unless cash accompanies the order, in which case we shall store complete shipment in our warehouse until notified to release same. A nominal warehouse storage fee would be negotiated.

**CANCELLATION:** Cancellation of orders will not be accepted without prior written authorization. Cancellations are subject to a 30 to 100% production fee depending on costs incurred by CycleSafe, Inc. at time of cancellation. **Special custom orders cannot be cancelled.**

**RETURNS:** Returned product will not be accepted without prior written authorization. A return of **standard** product is subject to a 30-100% restocking fee. Product must be received in the same condition as originally shipped and must be shipped with freight charges prepaid. Customer is responsible for cost of any repairs or parts needed to return order to "like new" condition. **Custom orders cannot be returned.**

**FREIGHT CLAIMS:** Shipments are FOB CycleSafe distribution center Holland, MI 49423. Carrier is the agent of the customer, CycleSafe is not responsible for damage in shipment. If shipment is damaged in transit and so received or arrives incomplete, buyer is responsible for securing the proper notation of such damage or shortage from delivery agent and filing freight claim within 5 days of order receipt. Contact CycleSafe immediately and we will assist buyer reporting claim. Document any packaging or concealed damage, do not unpack material until inspected by carrier with signature of driver of carrier representative.

**FREIGHT:** Charges are prepaid and added to the invoice. Shipment is made in the way considered best by CycleSafe, unless other arrangements are made. Shipping weights are approximate and include unit and packaging materials. CycleSafe is not responsible for delays in transit and our terms are not affected by such delays. **WEIGHTS:** Packaging materials are included in approximated weights, available on our literature or on our website.



**LANGUAGE:** All parties confirm that it is their wish that this contract be drawn up in the English language only. All product documents will be supplied in the English language unless agreed upon by special request.

**INCOMPLETE SHIPMENT:** If impossible to ship orders complete in one shipment, the right is reserved to make several shipments until order is complete, unless otherwise stated on the order.

**SPECIFICATIONS:** CycleSafe Inc. reserves the right to discontinue or change the design and specification of units, and to ship the revised product without notice when such changes have been made.

**MATERIALS and FINISHES:** We can provide samples of materials and finishes upon request.

**STORAGE:** Product assembled at a later date needs to be stored indoors or under cover in a temperate dry environment.

**ERECTION and LIABILITY:** All equipment is shipped knocked down (K.D.) ready for assembly. CycleSafe can recommend installation contractors upon request that the buyer can contract with separately from this purchase agreement. CycleSafe, Inc. assumes no responsibility for equipment assembled or installed by the customer not in accordance with the manufacturer's installation Instruction Manual, typical concrete pad foundation, or other appropriate surface. Installation drawings are included with the equipment purchase and customer agrees to hold CycleSafe, Inc. free of any liability for any foundation, assembly, or installation by the customer not in accordance with manufacturer's Installation Manual. The customer agrees to hold CycleSafe, Inc. free of all liability for improper maintenance and repair of equipment by owner or customer.

**TITLE:** Title transfers per freight terms FOB ship point. All sales are deemed to have been made in Michigan and governed by the laws of Kent County in the State of Michigan.

**DIRECTIONS FOR USE:** Due to the potential misuse of the goods sold under this agreement, it is agreed that these products must be installed as manufactured. CycleSafe cannot be responsible for any modifications performed without the written approval from a company owner.

**ERRORS AND CORRECTIONS:** Errors in construction and design on the part of CycleSafe Inc. must be reported immediately. CycleSafe Inc. must be given sufficient time to inspect the product and correct any problem before the products are corrected or installed at the project site. Charge backs will not be accepted for products that are corrected without allowing CycleSafe Inc. the opportunity to make the corrections itself or without specific written approval.

**WARRANTY:** Please contact your CycleSafe sales team or visit our website for individual product warranties.

**DISCLAIMER OF WARRANTIES:** There are no warranties expressed or implied including, without limitation, warranties of merchantability or fitness for a particular purpose by CycleSafe, Inc. Any description of the goods contained in this agreement is for the sole purpose of identifying the goods, is not part of the basis of the bargain and does not constitute a warranty that the goods shall conform to that description. No affirmation of fact or promise made by the seller, whether or not in this agreement, shall constitute a warranty that the goods will conform to the affirmation or promise. Buyer affirms that he has not relied upon Seller's skill or judgment to select or furnish goods for any particular purpose, and this sale is made without any warranty by seller that the goods are suitable for any particular purpose.

**CONSEQUENTIAL DAMAGES:** In no event shall the company be liable for special, incidental, consequential or punitive damages, including without limitation damage to other property caused by any defect in this product. Inconvenience, loss of good will, lost profits or revenue, loss of use of this product, cost of substitute products or modifications, downtime costs, other equipment costs or claims of any party dealing with purchaser for such damages, resulting from the use of this product or any other legal theory.

**AUTHORITY OF SELLER'S AGENTS:** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.

**WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**APPLICABLE LAW:** This agreement shall be governed by Michigan Law and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Michigan as effective and in force on the date of this agreement.

**DISPUTE LOCATION:** Any suit under this contract shall be in the Circuit Court of Kent County, Michigan.